

Decision No. (E/19 /2016)
Issuing the Unified Motor Vehicles Insurance Policy

Pursuant to Royal Decree 50/77 ratifying the Unified Insurance Card Agreement for vehicles crossing Arab Countries; and

Insurance Companies Law promulgated by Royal Decree No. 12/79; and
Motor Vehicles Insurance Law promulgated by Royal Decree 34/94; and
Royal Decree No. 90/2004 transferring insurance jurisdiction from the Ministry of Commerce and Industry to the Capital Market Authority; and
Motor vehicles Insurance Regulation issued by Ministerial Decision No. 99/95; and
The Unified Motor Vehicles Insurance Policy Form Issued by Decision No. E/8/2008
The Resolution of the Board of Directors of the Capital Market Authority

In the interest of the public

It has been decided

First Article: The attached unified motor vehicles insurance policy form shall be applied.

Second Article: Decision No. E/8/2008 shall be repealed as well as anything that contravenes this decision or contradicts its provisions.

Third Article: This decision shall be published in the official Gazette and shall come into force 30 days from the date of publication .

Abdullah Salim Abdullah Al Salmi
Executive President of the Capital Market Authority

Issued on: 24 Rabi Al Thani 1437 AH
Corresponding to: 3 February 2016

The Unified Motor Vehicle Insurance Policy Form
Chapter One
Definitions and General Provisions

First: Definitions:

In implementing the provisions and appendices of this Policy, the following words and expressions shall have the meanings indicated next to them unless the context otherwise requires:-

1. The Policy

The Unified Motor Vehicle Insurance Policy and its appendices.

2. The Vehicle

Any vehicle used for the transport of passengers or goods, or a motorcycle, a carriage or trailer, whether mechanically propelled or otherwise (other than those pulled by animals), used or to be used on the road within the borders of Oman.

3. The Road

Any land passages available for vehicles traffic anywhere within the borders of Oman.

4. The Passenger

Any person inside the vehicle within the authorized seating capacity or getting into or dismounting from the vehicle.

5. The Insurer

The insurance company licensed to operate in Oman.

6. The Insured

The owner of the vehicle whose accidents on the road are covered by the Insurer, and anyone driving the insured vehicle is considered as the Insured.

7. Third Party

Any person, other than the Insured or anyone who is in his position and their family members, even if he is an employee of the Insured.

8. Comprehensive Insurance

The insurance on the body of the motor vehicle, insurance in favour of third party, natural calamities and personal accidents.

9. Accident

Any accident caused by the vehicle, or as a result of its use, or anything falling from it, or its explosion, being on fire or stolen, even when it is not moving.

10. The Authorized Driver

Any person driving the vehicle provided that he has a valid driving license in accordance with the requirements of the Omani Traffic Law and its Executive Regulations.

11. Proposal Form

The application to be completed by the Insured with the specified details, which includes the required insurance, additional benefits and the desired coverage.

12. Policy Schedule

The Schedule specified in the insurance Policy which is an integral part of it and states the details of the Insured, the insured vehicle and the insurance cover granted.

13. Insurance Period

The period stated in the insurance Policy during which the Policy shall be valid, or any other renewal period agreed by both parties.

14. Excess

The fixed amount specified in the Policy Schedule to be borne by the Insured for each accident.

15. Depreciation

The percentage on the cost of new genuine spare parts in the event of partial loss to be contributed by the Insured or the person who incur damage at the time of an accident in accordance with the depreciation scale mentioned in the Policy. In case of total loss, the percentage to be deducted from the cash value of the vehicle in line with the depreciation scale mentioned in the Policy.

16. Compulsory Insurance

Insurance which covers all that has occurred to the third party, such as death, bodily injuries, material damage and medical expenses.

17. Personal Accident Addendum

Covering death or bodily injuries as a result of a road traffic accident to the vehicle owner, the driver, and their family members, within the limits specified in the Addendum.

18. Permanent Total Disability

Disability caused by an injury and resulting in the total and permanent loss of earning power or ability to work or ability to use the affected organ; or if the compensation percentage to the affected organ for one injury or total of more than one permanent injury is one hundred per cent or more.

19. Permanent Partial Disability

Disability caused by an injury to an organ or organs which results in a permanent decrease in the injured person's earning power or his ability to work or his ability to use the affected organ or organs.

20. Temporary Disability

Disability caused by an injury which results in a loss of a temporary nature of the injured person's earning power or his ability to work or his ability to use the affected organ or organs.

21. Constructive Total Loss:

A damaged vehicle is considered as a total loss if the actual cost of repairs exceeds seventy five percent of its value at the time of accident.

22. No claim discount

Deduction of certain amount from the premium of the polciy inconsideration of no claim paid or payable for the previous insurance term

23. Natural disasters:

Floods, wadis, cyclones, hurricanes storms and hail.

24. Equipment

A vehicle used for construction works and is not designed to carry any load.

25. Consequential Loss

Consequential loss is indirect loss not directly resulting from the insured accident and occurring later.

26. Prime Mover

A vehicle connected or able to be connected to a trailer or more and together form one unit.

27. Trailer

A vehicle without engine designed to be hauled or tracted by a motor vehicle.

28. Accident File Completion Date:

The date the person causing the accident doing the following:

- Pay the prescribed excess amount.
- Insurer receives the vehicle
- Insurer supplied copy of vehicle registration certificate and driving license
- Minor accident from in case of minor accident
- ROP technical inspection report in case of gross accident or minor accident where necessary.
- Letter from financier or mortgagee (if any)
- Any documents the insurer requires provided request is made on reporting the accident.

The requirements apply on the person who incur damage except payment of excess amount

29. Insurance Premium:

The amount paid by the insured to the insurer for bearing the covered risk.

Second: General Provisions

a. Proposal Form

Schedule No. 1

Insured's Details

1- Applicant's details				
Name as per ID card:	First	Second	Third	Tribe
Trade Name:				
Date of Birth for Individual:		Age:		
ID/Commercial Registration No.:		Head Office:		
Address:		P.O. Box:		
City / Village:		Postal Code No.:		
Tel- Res.:		Email:		
Mobile:				
Occupation (Optional):		P.O. Box:		
Employer:		Postal Code No.:		
Educational Qualification (Optional)				
Driving License Type Light/heavy/equipment /motorcycle No.:		Expiry Date:		
2- Details of Insurance Cover:				
Type of Vehicle: private / taxi / rent a car / driving school / bus/ Small Truck / Large Truck /equipment / ambulance / motor vehicle / motorcycle / bicycle / prime mover / trailer / special purpose vehicle / Other				
Usage: Private / Light Commercial /Heavy Commercial/Transport/ Taxi / Driving School/ Other				

Is there any changes or additions to the vehicle according to the law:	
() yes	() No
Signature:	
Please state the changes or additions and value for each	
Type of change	Charge
-----	RO -----

:

3. Persons authorized to drive the vehicle (Optional)

Name	Age	Gender	Relationship	ID No

Note: Names of persons authorized to drive the vehicle should be mentioned without limitation if insured is desirous of obtaining additional discount in premium.

The Insurer has no right to refuse settlement of any claim because the driver is not listed among those authorized to drive the vehicle. The Excess specified in the policy schedule No. (11) Shall apply.

Do you have any claims that are not settled by the Insurer? Which type?

Yes () - No ()

If the answer is yes, please state the claim and its date:

.....

Previous Insurers:

.....

Signature of the Insured
Date:

Signature of the Insurer
Date:

Schedule No. 2
Period and Type of Insurance Cover (Vehicle –Equipment)

Type of Insurance Cover		Yes	Premium	No	Signature
1	Compulsory Insurance only		RO		
2	Compulsory Insurance plus (select the appropriate cover): <input type="checkbox"/> Personal Accident addendum. <input type="checkbox"/> Natural calamities to vehicle's body. <input type="checkbox"/> Fire/ theft/ robbery only to vehicle's body. <input type="checkbox"/> Intentional act by third party (only when in use). <input type="checkbox"/> Civil liability toward third parties during operation or at work site.		RO RO RO RO RO		
3	Comprehensive Insurance covering: <input checked="" type="checkbox"/> Compulsory Insurance. <input checked="" type="checkbox"/> Damage and loss except work site. <input checked="" type="checkbox"/> Personal accidents addendum. <input checked="" type="checkbox"/> Please check appropriate cover) <input type="checkbox"/> Damage and loss at work site. <input type="checkbox"/> Civil liability toward third parties during operation or at work site.		RO RO RO		
Total			RO		

Signature of the Insured
Date:

Signature of the Insurer
Date:

**Schedule No. 3
New Additional Benefits**

	Additional Insurance Covers	Yes	Premium	Signature
1	Change of spare parts with new original parts after first year without paying depreciation on new parts.		RO	
2	Repair at agency with new original parts after first year without payment of additional amounts.		RO	
3	No payment of excess		RO	
4	Vehicle transportation service with no distance limit		RO	
5	Substitute vehicle throughout repair term		RO	
6	Insured's properties outside the vehicle		RO	
7	Cash compensation for consequential loss at RO for each day of stoppage.		RO	
8	Automatic renewal where there is no claim		RO	
9	Damage, loss and third party liability for commercial vehicles except equipment at work site.		RO	
10	Increase transportation and protecting costs at RO ---		RO	
11	Increase indemnity amount specified in the personal accidents addendum to RO 15,000/20,000/25,000		RO	
12	Any other agreed benefits.		RO	
	Amount of premium required for additional benefits		RO	

Signature of the Insured
Date:

Signature of the Insurer
Date:

Third. Policy Schedule

1. Policy No:	
2. Name of the Insurer:	
3. Type of Insurance:	
4. Usage: Private / Light Commercial / Heavy Commercial / Transport / Taxi / Driving School / Other	
5. Name of the Insured:	
6- Address:	P.O. Box: Postal Code:
7. Occupation / Profession:	
8. Insurance Period:	From: / / To: / /
9. Insurance premium	
a. Basic Insurance Premium	RO
b. Treatment expenses premium for each vehicle	RO 3
c. Personal accidents addendum coverage premium (if any)	RO
d. Orange card premium (if any)	RO
e. Additional benefits premium	RO
f. Total insurance premium (a+b+c+d+e)	RO
g. No claim discount as per addendum No. (3)	RO
h. Authorized persons discount	RO
i. Net insurance premium (f-g-h)	RO
j. Supervision fees (0.6% of net insurance premium)	RO
K. Emergency fund fee (1% of net insurance premium)	RO
l.) Paid premium = (i+j+k)	RO

10.

Registration No.	Sum Insured	Purpose of license	Manufacture Year and Model Year of vehicle	Engine No	Engine CC or Horse power	Chassis No.	Number of authorized seats including driver	Vehicle weight

11. Excess: The Insured pays the following amount:

	Statement	Private vehicles	Light commercial vehicles (except rent a car and driving school)	Light commercial vehicles (rent a car and driving school)	Heavy commercial vehicles and equipment
a	If the driver is one of the persons authorized to drive the vehicle in the list stated in the insurance application and age is 25 years or more.	RO 50	RO 75	RO 150	RO 500
b	If the driver is one of the persons authorized to drive the vehicle in the list stated in the insurance application and age is less than 25 years.	RO 75	RO 100	RO 200	RO 750
c	If the driver is not one of the persons indicated in the list and age is 25 years or more.	RO 75	RO 100	RO 150	RO 1000
d	If the driver is not one of the persons indicated in the list and age is less than 25 years.	RO 100	RO 150	RO 200	RO 1500
e	License age is less than 3 years.	-	RO 50+	-	RO 250+
f	License age is less than 5 year.	-	RO 25+	-	

Insurer and insured may agree other than the stated in Clause (11) above provided the insured agrees in writing

Signature of the Insured:
Date:

Signature of the Insurer:
Date:

12. The insured amount indicated in Clause (10) shall be determined as follows:

- a. The cash value of the vehicle on the purchase date is determined according to its first purchase invoice. If this purchase invoice is not available, a certificate shall be requested from the agency stating the actual value of the vehicle on the first purchase date.
- b. Depreciation shall be computed as per the approved Depreciation Schedule 1 or 2 of Appendix 1.
- c. The difference between Item 1 and Item 2 is considered to be the insurance value of the vehicle at the beginning of insurance during the years following the first year, and it is the basis of compensation settlement in case of accident.
- d. Where purchase invoice or agency certificate is not available to determine the value of the vehicle the insurance amount shall be computed based on the market value of the vehicle as per the rules set out by CMA.
- e. As an exception from the above regulations, the insured amount may be higher than the value stated in the aforesaid rules.

13. Restrictions on use:

The Insured shall not use the vehicle for any purpose other than what is specified in the license. If the vehicle is used for any other purpose than what is specified in the license, the insurance shall not cover accidents resulting from such use.

a. Limits of the Insurer’s liability:

- 1.** The maximum liability limit of the Insurer for repair cost in accordance with Clause 3 of Chapter 2 is RO 150 (Rial Omani One Hundred and Fifty)
- 2.** The maximum amount authorized for protecting and transporting as per Clause 5 of Chapter 2 is RO 100 (Rial Omani One Hundred) (unless agreed on higher amount in the additional benefits)
- 3.** The maximum amount for protection and transporting costs as per Clause (1.e of Chapter Three is the protection and transportation cost recognized in the market.

b. The maximum liability limit of the Insurer under Item (a) of Clause 1 of chapter Three for any claim or all claims arising from one accident is the amount of compensation decided by the court.

c. The maximum liability limit of the Insurer under Item (b) of Clause 1 of Chapter Three for any claim or all claims arising from one accident is RO 150,000 (Rial Omani Hundred and Fifty Thousand) unless otherwise agreed by both parties in writing on a higher amount.

d. The maximum liability limit of the Insurer under the first para of Clause Second of Chapter Three is RO 10,000 (Rial Omani Ten Thousand) for the insurance year regardless of the number of accidents, unless agreed on a higher amount in the additional benefits

e. The maximum liability limit of the Insurer for first aid expenses stated in Chapter Three for any claim or all claims arising from one accident is RO 400 (Rial Omani Four Hundred).

14. Rules for settlement of medical expenses

The Insurer is bound to pay to hospitals and medical institutions the expenses incurred for the treatment of bodily injuries of third party of the Insured and anyone in his position and their family members according to the following rules:

- a.** The hospital or the medical institution shall prepare a detailed report on the treatment and the actual cost of the same, along with the necessary supporting documents.
- b.** Claims for medical expenses shall be based only on the amount approved by the Ministry of Health.
- c.** The Insurer, after reviewing the reports received, shall pay the required amount to the hospital or medical institution which carried out the treatment.
- d.** In the event of treatment abroad, an evidence from the Ministry of Health shall be provided that treatment is not available in the Sultanate.

I acknowledge having read the contents and schedules of the insurance Policy and agree entirely with its terms and conditions. I also confirm that the information I provided to the Insurer are true.

First Party:
Insurance Company
Insurer’s Signature:
Time:
Date:

Second Party:
Name:
Insured’s Signature:
Time:
Date:

Chapter Two Insurance Against Loss and Damage

1. The Insurer shall indemnify the Insured for loss or damage sustained by the insured vehicle, its accessories and spare parts which are deemed an integral part thereof, as a result of an accident:

- a)** Fortuitous accident, collision or overturning
- b)** Fire or external explosion or self-ignition or lightning
- c)** Natural disasters
- d)** Burglary or theft
- e)** Intentional act by any third party.

2. The Insurer shall repair the vehicle damaged by the accident and reinstate it to its pre-accident condition. The Insurer may pay in cash to the Insured the cost of damages after the approval of the Insured provided that the liability of the Insurer shall not exceed the replacement value of the damaged parts and the reasonable cost of fitting the same.

3. The Insured may undertake the repair of the damage sustained by the vehicle as a result of the accident covered by this Policy subject to the estimated cost of repair not exceeding RO 150 (Rial Omani One Hundred and Fifty). However, if the cost exceeds the said amount, the Insured shall not carry out the repairs without the Insurer's approval.

In case the repairs are carried out by the Insured, he shall provide the Insurer with a detailed statement of the repair cost that is approved by the repairer in order to be reimbursed.

4. The Insurer shall indemnify the Insured in cash for the value of the vehicle in the event of actual or constructive total loss. The Insurer may, subject to the approval of the Insured, provide him with another vehicle of the same model, type and specifications.

5. The Insurer shall bear the cost of protecting and transporting the vehicle to the nearest repair workshop in the area in which the loss or damage has occurred, subject to the costs not exceeding RO 100 (Rial Omani One Hundred), unless they agree in writing on higher amount in the additional benefits listed in Schedule (3) of Chapter One

Exceptions to Chapter Two

The Insurer shall not be liable to pay any indemnity in respect of the following:

1. a. Consequential loss suffered by the Insured unless they agree to cover it in the additional benefits listed in Schedule (3) of Chapter One.

b. Decrease in the value of the vehicle due to usage, wear and tear, obsolescence or any failure, defect or mechanical or electrical breakdown, failure or breakage.

2. Damage to the vehicle as a result of overloading or carrying passengers in excess of the licensed number of seats provided it is proved that the overloading or excess passengers is the cause of the accident.

3. Damage to tires unless the damage is concurrent, resulting, or related to an accident covered under this policy.

4. Loss or damage sustained by the vehicle due to accidents resulting from:
 - a. The driver of the vehicle whether he was the Insured or anyone in his position being under the influence of drugs or alcohol.
 - b. The use of the vehicle for purposes other than those specified in this Policy and the license.
 - c. Driving the vehicle by a person who is not legally authorized to drive.

Chapter Three Compulsory Insurance

Compulsory insurance covers the following:

First: Insurance in favor of third party

In the event of an accident caused by or arising out of the use of the insured vehicle, the Insurer shall pay, subject to the limits of its liability as provided in this Policy, all the amounts which the Insured shall become legally liable to pay as compensation for:

- a) Death or any bodily injury sustained by any person including the passengers of the vehicle (except the Insured himself, the driver of the vehicle at the time of the accident and their family members, i.e. parents, children and spouse). A person shall be deemed to be a passenger of the vehicle whether inside it, getting into or alighting from the same. The employees of the owner of the vehicle are included under this cover as third parties.
- b) Damage to things and property outside the vehicle except those owned by the Insured or the driver of the vehicle or their family members at the time of accident, or held by them in trust or under their custody or possession.
- c) Expenses for the treatment of injuries sustained by third parties as a result of the accident.
- d) Costs and expenses of medical institutions as per the rules and limits stated in the Policy Schedule.
- e) Costs resulting from the accident for protecting and transporting the vehicle to the nearest repair workshop and delivering it to the place where the loss and damage has occurred.
- f) Amounts ruled by the court (including compensation, judicial expenses, legal fees) such as expert's report if the case is referred to him, or translation of reports, etc. and (attorney's fees).

Second: Expenses for the treatment of injuries of the Insured and anyone in his position and their family members:

This insurance covers the expenses for treatment of injuries sustained by the Insured and anyone in his position and their family members as a result of an accident to the insured vehicle, within the limits stated in the insurance Policy Schedule; and the Insurer is bound to pay these expenses to the hospitals and medical institutions as per the rules specified in this Policy Schedule.

Insurance under this Section shall extend, subject to the terms and conditions provided herein, to cover the liability of any driver duly authorized by the Insured provided that such driver fulfills and observes the conditions of this Policy and abides by it as if he were the Insured himself.

Chapter Four First Aid Expenses

The Insurer shall bear the cost of medical emergency services provided by ambulance crews working for the Public Authority for Civil Defense and Ambulance at fixed amount of RO 400 (Rial Omani Four Hundred) for any single accident.

Chapter Five General Exceptions

1. This insurance does not cover loss, damage or liability resulting or arising from accidents involving the insured vehicle in the event of accidents occurring, arising or resulting directly or indirectly due to volcanoes, earthquakes, invasion, acts of foreign enemy, acts of war or warlike operations, whether war be declared or not, civil war, strikes or terrorism, civil commotion, insurrection, revolution, military coup, usurped power, confiscation, nationalization, ionizing radiation, contamination by radioactivity from any nuclear or atomic or nuclear explosives or any factor directly or indirectly connected to any of the aforementioned causes.
2. In determining liability towards third party, the Insurer shall not be liable for any damage of whatsoever nature directly resulting during and because of the operation of the insured vehicle especially in drilling, lifting, construction works, agriculture or in any other similar works, unless agreed to cover the same under additional benefits. Driving of the vehicle from and to the operation site shall not be considered as operating under this clause.
3. This insurance shall not cover things carried or loaded in or on the insured vehicle.
4. This insurance does not cover consequential loss resulting from a risk covered by the insurance Policy.

Chapter Six General Conditions

1. This Policy, its Schedule, Appendices and Proposal Form shall be read as one contract, and any word or expression to which a specific meaning has been attached in any part of this Policy or Proposal Form shall bear the same meaning wherever it appears, unless otherwise required by the context.
2. The Insured shall take all reasonable steps to safeguard the insured vehicle from loss or damage and maintain the vehicle in roadworthy condition. The Insurer shall have at all times free and full access to examine the vehicle or any part thereof.

3. In the event of any accident or breakdown, the Insured shall not leave the vehicle or any of its part unattended without proper precautions being taken to prevent further damage; and if the vehicle is driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be excluded from the scope of Insurer's liability.

4-a. Neither the Insurer nor the Insured has the right to cancel Chapter Three (Compulsory Insurance) for the vehicle during its period of validity as long as the license of the vehicle is still in force. Such cancellation, were it to occur, shall have no effect against the third party. Exempted from the foregoing shall be the case where a new insurance Policy is submitted for the remaining period of insurance and the name of the new Insurer is shown on the Mulkiya. In such cases, the Insurer shall refund to the Insured the premium paid less the premium due calculated on short-period rates specified in Schedule 4 of Appendix 1 herein, provided that no claim has arisen during the validity of the Policy.

4-b. The Insurer may cancel the provisions of Chapter Two (Loss & Damage) of this Policy if there are material and substantial reasons requiring such cancellation such as a deliberate act by the Insured to obtain compensation, by sending a written notice by registered mail to the Insured at his last known address fifteen (15) days prior to the cancellation date. In this case, the Insurer shall refund to the Insured the premium paid less the pro-rata portion thereof for the period during which the Policy has been in force, as follows:

Premium X	Remaining period
	Insurance period

Similarly, the Insured may cancel the provisions of Chapter Two of this Policy by written notice to be delivered or sent to the Insurer by registered mail and, in such a case, the Insurer shall refund to the Insured the premium paid less the premium duly calculated on short-period rates specified in Schedule 4 of Appendix 1 of this Policy; provided that in both the aforementioned cases no claim has arisen during the validity of the Policy. Exempted from the foregoing shall be the case where the vehicle is insured at a value higher than the actual value, the insurer's obligation is limited to pay the difference in indemnity. The insured's right in recovering the premium shall be forfeited and shall pay the agreed excess.

4-c. In case the period of insurance has expired, the owner of the vehicle shall be solely responsible for any claim arising after the expiry of the Policy.

4-d. Without prejudice to the provisions of paragraph 4-b of this clause, if the vehicle has been sold before the expiry date of the insurance, the original Insured and the Insurer shall remain liable for any claim by any third party against the vehicle. If the insurance of the vehicle is comprehensive, the original Insurer remains also liable to indemnify for any material damage the vehicle may sustain as a result of accidents in accordance with the provisions and terms and conditions of this Policy until the name of the new owner has been notified to the motor vehicle registration authority of the Royal Oman Police.

4-e. The insurance of inspection plates for new vehicle shall expire forthwith issuance of new policy in the name of the owner and received the vehicle.

5. In the event of an accident which may give rise to a claim, the Insured or the person representing him shall give immediate written notice to the Insurer and provide it with all relevant information. Every notice of a claim, writ or summons shall be notified or forwarded to the Insurer immediately upon receipt of the same by the Insured or any person representing him.

Notice shall also be given to the Insurer immediately after the Insured has knowledge of any impending prosecution or investigation relating to the aforesaid accident. In case of theft or other criminal act which may give rise to a claim under this Policy, the Insured shall immediately inform the Police and cooperate with the Insurer in securing the conviction of the offender.

6. The Insurer may, at any time, and at its own discretion, take over the defense and proceedings of the case in the name of the Insured in respect of any claim for which the Insurer may be liable under this Policy, and also to settle this claim. The Insurer may claim for its own benefit and in the name of the Insured all compensations and guarantees, and it shall have full power to take any action and reach a compromise in any claim.

7-a. If it has been established by the Police report that liability for the accident is shared between two collided vehicles, then the liability of each vehicle towards the other for material damage shall be in proportion to the fault of each driver. If the report does not determine such proportion, the fault shall be apportioned equally. The liability of each insurance company involved shall be determined at the proportion of 50% of the material damage to the other vehicle and the owner of the damaged vehicle shall bear personally the other 50% unless he has his vehicle covered under a comprehensive insurance, in which case his insurance company shall bear the other 50%. The same principle shall apply if liability for an accident is shared between more than two vehicles.

7-b. The provisions of the preceding paragraph shall not apply in the event of bodily injuries resulting from the accident, as the person who has sustained bodily injury and the heirs of any third party who has died by reason of such accident shall be entitled to receive whatever amount is awarded by a final court decision, from the insurance company or companies of the vehicles sharing liability for the accident.

7-c. Bodily injury or death of the driver of the insured vehicle or anyone in his position or one or more of their family members: The liability of each vehicle for bodily injury and death shall be determined in proportion to the fault of its driver, and if such proportion is not determined the fault shall be apportioned equally. Accordingly, if it is established that the fault is shared between two vehicles and the proportion is not determined, the fault shall be in the proportion of 50% between the two of them. The liability of the insurance company of each vehicle shall then be determined in the proportion of 50% of the bodily injuries or death of the owner of the other vehicle or anyone in his position or one or more of their family members who sustain bodily injury or death as a result of the accident, and the owner of the vehicle shall personally bear the other half in respect of such injury or death, a final judgment having been rendered as to the same, unless the owner of the vehicle is insured under the Personal Accident Addendum in which case his insurance company shall pay the other half in accordance with the provisions and limitations of such Addendum. The same principle shall have effect if liability for the accident is shared by more than two vehicles.

7-d. Medical expenses for bodily injury sustained by the Insured, anyone in his position, and their family members: The liability of each vehicle for such expenses shall be determined in proportion to the fault of its driver, and if such proportion is not determined the fault shall be apportioned equally. In this case, the Insurer shall bear 50% of these expenses up to the maximum amount stated in Item d of Clause 13 "Restrictions on Use" in the Schedule of this Policy, whereas the Insurer of the other vehicle shall bear 50% of the total of such expenses. The same principle shall have effect if liability for the accident is shared by more than two vehicles.

8. The holder of a comprehensive insurance Policy may directly claim from the Insurer the indemnity for the damage sustained by his vehicle as a result of an accident caused by another

vehicle(s). Then, the Insurer shall claim the paid amount from the insurer of the other vehicle which caused the accident where there is no insurance contract or not covering such liability. In such case the Insured shall not lose the no claim discount because he has not caused the accident, and shall not be bound to pay the excess on recourse.

9. If at the time of any claim arising under this Policy there is any other insurance covering the same loss, damage or liability, the Insurer shall only pay its ratable proportion of that loss, damage, indemnity, costs or expenses equivalent to the proportion of insurance cover under this Policy to the total aggregate insurance amounts or indemnity for the same loss, damage or liability.

10. The due observance and fulfillment of the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of all statements and declarations expressed by the Insured in the Proposal Form submitted by him shall be a pre-condition to admission to any liability by the Insurer under this Policy. Furthermore, any notice of claim is to be fully in accordance with the requirements of Clause 4 of this Chapter.

11. The Insurer is entitled to recover from the Insured any amount already paid as compensation to a third party and to withhold compensation to the Insured for damage to the insured vehicle under a comprehensive cover or for bodily injuries sustained by the Insured and any one in his position and their family members and medical and first aid expenses if the Policy covers such injuries, in the following cases:

(a) If it is proved that the insurance has been effected on the basis of false statements by the insured or in the event of non-disclosure of material facts which would have affected the Insurer's acceptance of the risk or the premium rates or conditions thereof.

(b) If the accident occurs as a result of the use of the insured vehicle for purposes other than those stipulated in the Policy, exceeding the licensed number of passenger seats or overloading, provided that the overloading or excess passengers in both cases causes the accident, or the load is not stowed correctly or exceeds the permitted limits of width, length or height.

(c) If the driver of the vehicle is not authorized in the first place to drive the type of vehicle involved, or his driving license has been seized by the competent authorities, or was under the influence of alcohol or drugs.

(d) If it is proved that the accident, death or bodily injury resulted from a willful act of the Insured.

The right of recourse of the Insurer under the provisions of this clause and the conditions contained in this Policy shall not affect the rights of the affected party against the Insured.

12. Any legal action under this Policy shall be time-barred if not submitted within two years from the date of the accident. However, in case of non-disclosure of material facts relating to the insured risk or false material information, the time-bar period stated above would become effective from the date on which the concerned party becomes aware of the withheld or true information. The time-bar mentioned in the preceding paragraph shall be interrupted by a registered letter or by delivery of the claim related documents to the Insurer within the period mentioned in the aforesaid paragraph.

13. The Royal Oman Police is the competent authority responsible for issuing inspection reports of the vehicle damaged by an accident. In case of discrepancy regarding the causes of invisible damage sustained by the vehicle which the inspection report does not specifically determine whether or not they are attributable to the accident, the vehicle shall be sent to the concerned Agent or to inspection department of ROP to determine whether such damage was caused by the accident or are due to wear and tear. If such damage is caused by the accident, the Insurer shall bear all costs; and if not, the owner of the vehicle shall bear the cost of inspection and repairs. If the Agent is unable to determine the cause of damage, the inspection report shall prevail and it shall be binding on all parties.

14. The Insurer may not postpone the settlement of third party claim due to the failure of Insured responsible for the accident to pay the Excess to the Insurer.

15. It is not allowed to deduct any depreciation or fix used parts if such parts are included in the list specified by the Royal Oman Police in accordance with Schedule 5 of Appendix 1.

16. In case of insurance of equipment or commercial vehicles used in drilling or construction, etc., the Insurer shall offer other insurance options that cover the risks of such equipment when used at the work site and get a written approval or refusal from the owner of the equipment in the Proposal Form as per Schedule No. 2- Second. If such equipment are sold by installments, the approval of the financing company or bank (mortgagee) must be obtained.

17. The maximum period for repairing any damaged vehicle is thirty (30) days only from the date of completion of the accident file. In case of exceeding the said period, the affected party shall have the right to resort to the competent courts to claim compensation.

18. The Insurer shall pay cash compensation for injuries or damage resulting from vehicle accidents within a maximum period of fourteen 14 days from the date of completion of the accident file or issue of a final court decision.

19. The damaged vehicle shall be repaired at the concerned agency if the vehicle has been used for less than one year from the date of first registration, and at any ROP approved workshop if it has exceeded such a period.

20. If the damaged vehicle has been used for less than one year, all spare parts used for replacement should be new and genuine, without any deduction or depreciation. The spare parts damaged by the accident may not be replaced with used ones.

21. Basis for computation of spare parts:

- a.** If the age of the damaged vehicle is more than one year, parts used for repair shall be original and in a good condition of the same type and age of the damaged vehicle and fit for use without deduction or depreciation.
- b.** If used parts are not available, the insurer shall provide original new parts without deduction of any depreciation.
- c.** Where the insured or the person who suffers damage is desirous of installing new parts to replace the damaged parts though the parts are available the insurer shall deduct depreciation on such parts.
- d.** Where the insured is desirous of repairing the vehicle at the agency with original and new parts the insurer may receive the difference between the concerned workshop and the additions of the agency.

22. The Insurer that rejects a compensation claim shall provide the claimant with a written statement indicating the reasons for rejection within a maximum period of two weeks from submission of the compensation claim with the supporting documents. The claimant may, in this case, resort to the competent authorities to claim compensation.

23. In the event of the insured vehicle being involved in an accident causing loss or damage to other vehicle(s) owned by the same Insured, the Insurer shall only be liable for loss or damage caused to the insured vehicle. The Insurer(s) of the other vehicles shall be liable for loss or damage if the vehicles have insurance cover under Chapter One.

24. If the vehicle becomes a total loss as a result of an accident and has been cancelled by the Police, or if it has sustained heavy damage which renders it a total loss (constructive total loss), compensation shall be as follows:

First: Comprehensive Insurance

1. The cash value of the vehicle on the purchase date is determined according to its first purchase invoice. If this purchase invoice is not available, a certificate shall be requested from the agency stating the actual cash value of the vehicle on the purchase date.
2. Depreciation shall be computed as per the approved Depreciation Schedule (1 or 2) of Appendix (1).
3. The difference between item 1 and item 2 is considered to be the insurance value of the vehicle at the beginning of insurance during the years following the first year, and it is the basis of compensation settlement in case of accident.
4. As an exception to the above rules, in case the insured amount is higher than the vehicle value stated in the aforesaid rules, the Insurer is liable to pay the amount agreed upon in the Schedule of this Policy (after considering the applicable depreciation).

Second: Insurance to Third Party

The Insurer responsible for the accident shall be liable to pay the market value of the vehicle or its value as per item (3) first of article (24) of Chapter Six, whichever is higher.

Appendix (1)
Rules for claim settlement and the basis of depreciation

Basis of indemnity calculation:

Comprehensive & Compulsory Insurance:

a) Total Loss: Depreciation shall be computed from the first month at the rate of 1.25 % per month and 15 % at the end of the first year. The approved Depreciation Schedule shall be applicable for the following years as per Schedules 1, 2 of this Appendix.

b) Partial Loss: Depreciation shall be computed from the first month of the second year at the rate of 0.8 % per month and 10 % at the end of the second year. The approved depreciation Schedule shall be applicable for the following years as per Schedule 3 of this Appendix.

Schedule (1)
Depreciation used in calculating total loss of private vehicles

Year	Balance at the beginning of year	Total Depreciation	Balance at the end of year
One	100%	15%	85%
Two	85%	28%	72%
Three	72%	38%	62%
Four	62%	48%	52%
Five	52%	53%	47%
Six	47%	58%	42%
Seven	42%	62%	38%
Eight	38%	66%	34%
Nine	34%	69%	31%
Ten	31%	72%	28%
Eleven	28%	75%	25%
Twelve	25%	77%	23%
Thirteen	23%	80%	20%
Fourteen and above	20%	80%	20%

Schedule (2)

Depreciation used in calculating total loss of commercial vehicles

Year	Balance at the beginning of year	Total Depreciation	Balance at the end of year
One	100%	15%	85%
Two	85%	28%	72%
Three	72%	38%	62%
Four	62%	48%	52%
Five	52%	55%	45%
Six	45%	62%	38%
Seven	38%	68%	32%
Eight	32%	73%	27%
Nine	27%	77%	23%
Ten and above	23%	80%	20%

Note: Pro-rata percentage is applicable for usage during the year.

Schedule (3)

Depreciation used in calculating Partial Loss

Year	Balance at the beginning of year
End of 1st year	--
End of 2nd year	10%
End of 3rd year	15%
End of 4th year	20%
End of 5th year	25%
End of 6th year	30%
End of 7th year	35%
End of 8th year	40%
End of 9th year	45%
End of 10th year & above	50%

Schedule (4)
Calculation of refund premium

The premium to be refunded for short period policies shall be calculated on the basis of their appropriate portion as per the schedule below:

Periods	Deduction rate
From 1 day to 10 days	10%
From 11 day to 30 days	20%
from 31 days to 60 days	30%
From 61 days to 90 days	40%
From 91 days to 120 days	50%
From 121 days to 150 days	60%
From 151 days to 180 days	70%
From 181 days to 210 days	75%
From 211 days to 240 days	80%
From 241 days to 270 days	85%
From 271 days to end of the year	100%

Schedule (5)

List of spare parts, which, if damaged by a road traffic accident, shall be replaced with new parts according to standard specifications and standards without deducting any depreciation:

1	Brake master cylinders
2	Brake wheel cylinders
3	Brake calipers
4	Brake cables (conduit type)
5	Brake hoses
6	Brake diaphragms
7	Steering boxes
8	Steering racks
9	Steering ball joints and swivels
10	Seat belts
11	Glass
12	Tires
13	Airbags

Appendix (2)
Personal Accident

(Optional insurance for the Insured and anyone in his position, and their family members against bodily injury and death)

Pursuant to Paragraph (a) of Article (9) of the Motor Vehicles Insurance Law on insurance of the driver and his family member.

Following is the Schedule of basis and percentages of indemnity for bodily injury sustained by the owner of the motor vehicle, its driver and their family members resulting from accidents to the motor vehicle. (The compensation amount is based on RO 10,000 (Rial Omani Ten Thousand) for male or female):

S/N	Type of Injury	Compensation percentage
1	Death or permanent total disability	100%
2	Loss of single organ of the body or its function	100%
3	Loss of the two pair organs of the body or one organ if resulted in loss of the function of the other or the other organ is not existing at the time of injury	100%
4	Loss of another pair organ not mentioned in this table or loss of its function	50%
5	Loss of all fingers or all toes or their functions	100%
6	Loss of sexual ability or loss of ability of reproduction in men and women	100%
7	Loss of any of the senses (taste, touch, hearing, vision, smell).	100%
8	Loss of mental function	100%
9	Loss of all the teeth	100%
10	Fetus born alive and died	100%
11	Fetus aborted	100%
12	Loss of a hand or leg or their functions	50%
13	Loss of any finger or toe or loss of their function	10%
14	Amputation of distal phalanx of thumb or big toe or loss of their function	5%
15	Amputation of distal phalanx of forefinger or toes or loss of their function	3.3%
16	Loss of tooth	5%
17	<i>Jaifah</i> (deep wound) if not penetrating to the other side	33.3%
18	<i>Jaifah</i> (deep wound) if penetrating to the other side	66.6%
19	<i>Nafithah</i> (piercing wound)	33.3%
20	<i>Alamah</i>	33.3%
21	<i>Al Damighah</i> , (brain wound reaching the brain)	33.3%
22	<i>Al Hashimah</i> other than in the face	10%
23	<i>Al Hashimah</i> in the face	20%
24	<i>Al Munqilah</i> (dislocating)	15%
25	<i>Al Muwadhihah</i> (bone clearing wound) other than in the face	5%
26	<i>Al Muwadhihah</i> (bone clearing wound) in the face	10%
27	Ghamyah (Coma)(shall accrue if prayer time has not lapsed , if lapsed the injured is entitled for each prayer to fifth of third the Diyah (0.066%) up to the compensation limit and shall not be exceeded even if the coma is lengthy	1%
28	Temporary disability (shall be compensated for every week for not more than 26 weeks during a single insurance period	0.5%

Injuries in the table means:

Jaifah: Resulting in penetrating wound in a hollow organ.

Alamah: That reaches the endocranium

Al Nafithah: Resulting in penetrating wound in non- hollow organ

Al Damighah: Reaching the brain

Al Hashimah: Crushing the bone without dislocation

Al Munqillah: If fractured the bone and dislocate it.

Al Muwadhihah: Bone clearing wound

The bodily injuries mentioned in the injury compensation schedule are not to be considered as stated exclusively, but rather they should be used by way of analogy for anything not mentioned herein. The percentages, basis and rules stated herein, are to be considered as minimum limits which can be exceeded by agreement.

Basis and rules applicable to the schedule of injury compensation:

1. In all cases of disability, the report of the hospital providing the treatment shall be relied upon.
2. If the injured person is left-handed, the degrees of his disability arising out of injuries to the left upper limb shall be assessed by reference to the same scale of compensation as for such disability in the right limb.
3. If any organ of the body is totally and permanently disabled from performing its function, that organ shall be deemed to have been lost. If such disability is partial, the percentage thereof shall be assessed by reference to the incapacity sustained by the limit in the performance of its function.
4. Assessment of the degrees of disability shall be made on the basis that surgery has completely healed without leaving behind any complications, impairment in movement of the remaining joints, such as scarring, calcification, inflammation, or sensory or other complications. If any such complications still persist, compensation shall be assessed on the basis of the remaining degree of disability.
5. No person injured in one accident may combine indemnity for Permanent Total Disability with indemnity for death, but he shall have the right to combine indemnity for more than one permanent partial disability, provided that the aggregate liability of the Insurer in such a case does not exceed the amount payable in the event of death or Permanent Total Disability.
6. If a temporary disability , within six months from the date of issue of the final medical report , develops into permanent disability, or leads to the death of the injured person as a result of the same bodily injury, the indemnity for the permanent disability or death shall be reduced by the amount of the payments made to the injured person in respect of such temporary disability.
7. The Insured and the driver of the insured vehicle and their family members shall not be entitled to any compensation for death or bodily injury attributable directly or indirectly,

wholly or partially, to suicide or attempted suicide of the Insured or the driver of the vehicle or to his being under the influence of alcohol or drugs while driving the vehicle or if he was not the holder of a driving license for the type of the vehicle or the number of passengers was in excess of that permitted, or the load exceeded the authorized limit, and the accident was caused by either of the same, all of the foregoing being without prejudice to the compensation due to third parties injured in the same accident, or the right of the Insurer to proceed against the persons causing the accident.

- 8.** The aggregate liability of the Insurer in relation to passengers, in respect of any one accident according to the provisions of the injury schedule, shall not exceed in any period of insurance of the insured vehicle the sum calculated by multiplying the number of licensed passengers with the amount stated in the injury schedule.

Appendix (3)
Rules for No Claim Discount

No claim discount percentage granted to the insured in case of comprehensive or third party insurance shall be 5% of the insurance premium according to the term or terms specified in the no claim percentage table for comprehensive and third party insurance as follows:

1. in case of continuation of insurance with the same insurer, no claim discount shall be applied on the basis of the first year's insurance premium taking into account the minimum limit of comprehensive insurance and third party insurance applied by the insurer.
2. in the event of shifting to another insurer the no claim discount rules shall be applied as per the insurance premium of the new insurer at the time of concluding the contract taking into account the minimum limit of comprehensive insurance and third party insurance applied by the new insurer.
3. Insured's right to accumulate no claim discount shall remain in the event of changing insurance cover from comprehensive to third party and vice versa.
4. The insurer and insured may agree on longer terms and greater discounts.
5. The insured shall have the right to request no claim discount certificate from the present insurer in the event of shifting to another insurer.
6. Where the insured causes an accident during an insurance period he shall be deprived of no claim discounts stated in the table below:

Percentage	Year
5%	Beginning of second year
10%	Beginning of third year
15%	Beginning of fourth year
20%	Beginning of fifth year
25%	Beginning of sixth year
30%	Beginning of seventh year
35%	Beginning of eighth year
40%	Beginning of ninth year and more